

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM510327

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Investors Bank		02/14/2019	Bank:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	iGain LLC		
<b>Street Address:</b>	400 TradeCenter, Suite 4960		
<b>City:</b>	Woburn		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01801		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4668752	EARNINGSTATION	
<b>Registration Number:</b>	4488115	IGAIN	
<b>Registration Number:</b>	4038418	SAYFOREXAMPLE	
<b>Registration Number:</b>	4038429	SAYFOREXAMPLE	
<b>Registration Number:</b>	3343397	VINDALE	
<b>Registration Number:</b>	3273574	VINDALE RESEARCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127288111		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2127288000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Max Goodman c/o Willkie Farr & Gallagher		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	125131.00009 MG		
<b>NAME OF SUBMITTER:</b>	Max S. Goodman		
<b>SIGNATURE:</b>	/Max S. Goodman/		
<b>DATE SIGNED:</b>	02/15/2019		

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**Total Attachments: 4**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

TERMINATION AND RELEASE OF SECURITY INTEREST IN  
INTELLECTUAL PROPERTY (this "Termination and Release"), dated as of February 14, 2019,  
is made by INVESTORS BANK (the "Lender") in favor of IGAIN LLC (the "Assignor").

WITNESSETH:

WHEREAS, in connection with that certain Amended and Restated Revolving Credit, Term Loan, and Security Agreement, dated as of September 15, 2016, by and among the Lender, the Assignors and others (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Assignors granted to the Lender security interests in certain Collateral;

WHEREAS, in connection with the Credit Agreement, the Assignors executed that certain Patents, Trademarks, and Copyrights Security Agreement, dated as of February 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement," capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the IP Security Agreement), under which the Assignors mortgaged, pledged and granted to the Lender a lien on, and security interest in and to, all of the Assignors' right, title and interest in, to and under the Collateral (together with the security interests granted pursuant to the Credit Agreement, the "Security Interests"), for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities.

WHEREAS, the IP Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on April 19, 2018, at Reel 6318 and Frame 0902 with respect to the United States trademark registrations and applications set forth on Schedule A hereto.

WHEREAS, the Assignors have requested that the Lender: (a) terminate and release all liens and interests of the Lender in the Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office and any other appropriate governmental authorities; and

WHEREAS, the Assignors have satisfied and fulfilled all of their obligations to release the Lender's Security Interests in the Collateral, and the parties seek to make record of the Lender's release to the Assignors of any and all of its Security Interests in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby agrees as follows:

1. Release of Security Interests. The Lender hereby terminates, discharges and releases to the Assignors any right, title or interest (including the Security Interests) in or to the Collateral, including the Collateral listed on Schedule A, and any right, title or interest of the Lender in such Collateral shall hereby cease and become void.

2. Further Assurances. The Lender hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Assignors or their successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, discharge or reassignment to the Assignors of the Security Interests contemplated hereby.

3. Recordation. The Lender authorizes and requests that the United States Commissioner for Trademarks and any other applicable government officer record this Termination and Release.

4. Governing Law. This Termination and Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Lender has caused this Termination and Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INVESTORS BANK, as Collateral Agent

By: *Michael F. McIntyre*

Name: Michael F. McIntyre

Title: Vice President

Schedule A  
INTELLECTUAL PROPERTY

**Copyrights**

None.

**Patents**

None.

**Trademarks**

Mark	Registration No.	Application No.	Registration Date
EARNINGSTATION	4668752	86230712	1/6/15
iGain	4488115	86009945	2/25/14
SAYFOREXAMPLE	4038418	85263443	10/11/11
SAYFOREXAMPLE [with design]	4038429	85263566	10/11/11
VINDALE	3343397	77129133	11/27/07
VINDALE RESEARCH	3273574	77016194	8/7/07